IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re: Complaint Permanent & Other Relief

1st Class US Certified Mail No. 70172400000016307376 RRR Friday June 01, 2018

Consumer Financial Protection Bureau,

Plaintiff,

Case No. 3:17- cv-00101-RDM Filed on 01/182017 by CFPB Electronically

PER.

V

Navient Corporation; Navient Solutions, Inc.; and Pioneer Credit Recovery, Inc.

FILED

JUN 0 5 2018

Defendants,

DEPUTY CLERK

Glenn Greene as an individual so similarly situated in the actions as stated above per the Plaintiff i.e. the Consumer Financial Protection Bureau. May this Honorable Court be so advised that I Glenn Greene, a Student Loan Recipient per Account No. 9438760965 and in conjunction with his past due loans administered by Navient Corporation by and thru the U.S. Department of Education, and per the above stated Bureau who has brought this action per the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C 553, 5531, 5536(a), 5564, 5565; along with the Fair Credit Reporting Act (FCRA), 15 U.S.C., 1681 et seq., and its implementing regulation V, 12 C.F.R.

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part 1022; and the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C., 1692 et seq., based unlawful acts and practices in connection with Defendants' servicing and collection of student loans. The C.F.R.B. seeks to obtain permanent injunctive relief for Defendants' violations of Federal consumer financial laws.

Navient Corporation, formerly known as Sallie Mae, Inc. is the largest student loan servicer in the United States. Navient services loans of more than 12 million borrowers, including 6 million customer accounts including the account of Glenn Greene, under contract with the U.S. Department of Education, and more than \$ 300 billion in federal and private loans.

Navient principal responsibilities as a service provider including mana ging borrowers accounts; processing monthly payments; assisting borrowers to learn about, enroll in and remain in alternative repayment plans; and communicating directly with borrowers about the repayment of the borrowers loans.

Navient has failed to perform its core duties in the servicing of student loans, violating Federal consumer financial laws as well as the trust the borrowers placed in this company. Federal student borrowers have the right under federal law to set their monthly loan payment as a share of their income, an arrangement that can offer borrowers extended payment relief and other significant benefits. Navient systematically deterred according to the C.F. P.B. numerous borrowers from obtaining access to some or all of the benefits and protections associated with the student loan plans. Despite through their public pronouncments that it would help them find the right repayment option for their unique

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circumstances. Navient steered some borrowers experiencing financial hardship that was not short-term or temporary into costly payment relief designed for some borrowers experiencing short- term financial problems, before or instead of afford able long-term repayment options that were more beneficial to borrowers in lieu of their financial situation.

Navient failed to disclose the annual deadline per the long term plans to renew per borrowers who did enroll in long-term payment plans. The company misrepresented the consequences of non-renewal, and obscured its renewal notice to borrowers who were due for renewal. As a result, the affordable payment amount expired for a large number of borrowers, resulting in an immediate increase in their monthly principal, interest and debt servicing payments resulting in negative credit accounts and records with credit agencies.

Navient unethical practices, which prevented myself as a vulnerable borrower in the workforce due to a number of employment complaints filed against several companies and federal agencies which are documented, and Greene has have attempted to explain to Sallie Mae and Navvient the circumstances in regard to Greene inability to pay his student loan debts over the years, resulting in a constant stream of interest payments which are highly prevalent in the case of minority and women students.

Navient has also been alleged to misreport information to consumer reporting agencies against Veterans and partially and permanent disable individuals, and repeated the same errors in processing federal and private student loan borro-

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wers payments month after month and in Greene case year after year.

Even after Greene complained to Navient about the errors and mistakes. Regulation V requires a loan furnisher to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer reporting agency. 12 C.F.R. 1022.42(a). Navient has violated V. Greene request that this Court grant appropriets as aguitable relief with respect to the violation to federal consumer finance.

priate or equitable relief with respect to the violation to federal consumer financial law, including without limitation, a permanent injunction, recession or reformation of contracts, the refund and or cancellation of interest income or servicing fee(s), restitution, disgorgement or compensation for unjust enrich-

PRAYER FOR RELIEF

ment, and civil money penalties. 12 U.S.C., 5565.

WHEREFOR, Glenn Greene request that this Court:

a.) Permanently enjoin Defendants from committing future violations of The CFPA, FCRA, Regulation V, the FDCPA, or any other provision of federal consumer financial law, as defined by 12 U.S.C., 5481(14); b.) Order Defendant (s) to institute appropriate injunctive relief and disgorgement of ill-gotten revenue against Defendants. c.) Impose civil money penalties against Defendants, d.) Order the rescission or reformation of contracts where necessary to redress injury to consumers, e.) Award additional relief as the Court may determine to be just and proper. (Continue to Page Five).

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Respectfully Submitted,

Glenn Greene

P.O. Box 73562

Washington, D.C. 20056-3562

Cc: 1st Class Mail

- a.) Mr. Clarence Connelly, Esq. Attorney at Law & Arbitrator, Pro Bono, Washington, D.C. 20017
- b.) The District of Columbia Student Bar Association, 20005
- c.) Bread for the City Legal Aid Services, 20001
- d.) Consumer Financial Protection Bureau, 20552 1st Class U.S. Certified No. 70172400000016307383

CERTIFICATE of MAILING

This correspondence was submitted and mailed by 1st Class U.S. Mail Certified No. 70172400000016307376 R.R.R. on Friday June 01, 2018 by Glenn Greene to the Office of the Clerk of the United States District Court for Middle District of Pennsylvania P.O. Box 148, 235 N. Washington Avenue Scranton, PA. 18501-1148.

Glenn Greene

William Commence

District of Columbia: SS

Subscribed and sworn to before me, in my presence,

Longinus Ndukuba, Notary Public, D.C. My commission expires January 14, 2023.



Glenn Greene P.O. Box 73562 Washington, D.C. 20056-3562